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Title: **North Syracuse Central School District and North Syracuse Custodial-Maintenance Unit 7811-02, CSEA Local 1000, AFSCME, AFL-CIO, Onondaga County Local 834 (2006) (MOA)**

Employer Name: **North Syracuse Central School District**

Union: **North Syracuse Custodial-Maintenance Unit 7811-02, CSEA, AFSCME, AFL-CIO**

Local: **Onondaga County Local 834, 1000**

Effective Date: **07/01/2006**

Expiration Date: **06/30/2008**

PERB ID Number: **5790**

Unit Size:

Number of Pages: **45**

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A G R E E M E N T

BETWEEN THE NORTH SYRACUSE CENTRAL SCHOOL
DISTRICT (HEREIN CALLED "DISTRICT") AND THE
NORTH SYRACUSE CUSTODIAL-MAINTENANCE UNIT,
ONONDAGA LOCAL 834, CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC., LOCAL 1000 AFSCME AFL-CIO
(HEREIN CALLED "ASSOCIATION").

PREAMBLE

WHEREAS, the parties hereto desire to promote harmonious cooperative relationships between the District and its employees of the Association regarding salaries, hours and other items and conditions of employment so that the cause of public education is orderly and uninterrupted and

WHEREAS, both parties have negotiated in good faith and have reached mutual understanding under the requirements and provisions of the Public Employees' Fair Employment Act (Article 14 of the Civil Service Law)

NOW, THEREFORE BE IT AGREED:

ARTICLE I

RECOGNITION

Section 1

The District agrees to recognize the Civil Service Employees Association, Local 1000 and AFSCME AFL/CIO as the exclusive bargaining agent for all employees in the Bargaining Unit as hereinafter defined and extends to the Association the following:

- (a) to exclusively represent employees in the Unit regarding collective negotiations;
- (b) to represent employees in the Unit in the settlement of grievances;
- (c) to membership dues deduction upon receipt of dues deduction authorization cards signed by individual employees;
- (d) to unchallenged representation status during the period prescribed by Section 208 of the Public Employees' Fair Employment Act.

Section 2

The Association agrees and affirms that it does not have and will not assert the right to strike against the District, to assist or participate in any such strike, or to impose an obligation to conduct, condone, assist, or participate in such a strike.

Section 3

The Unit includes all Custodial Helpers, Custodial Workers I, Custodial Workers II, Custodians I, II, III; Drive Messengers, Electronic Technicians, Refrigeration Machine Operators, Maintenance Workers II, Maintenance Helpers, Maintenance Workers I, Motor Equipment Operators, Stock Attendants, Stock Clerks, Storekeepers, Groundskeepers, Laborers, Security Guards, Computer Maintenance Specialist and those part-time employees so classified. The Unit excludes all substitutes, classes, groups or individual employees not included in this Paragraph. Further excluded are temporary employees as defined in Article XXV, Section 2.

ARTICLE II

BOARD OF EDUCATION

Section 1

The Association agrees that the Board of Education is the policy making body of the District as imposed by Section 1709 of the Education Law and the rules and regulations of the Education Commissioner.

Section 2

The Board's policies shall not conflict with any provision of this Agreement unless such policy is necessary in order that the Board fulfill its legal responsibility in accordance with Section 1709.

Section 3

Should any such conflicting policy be necessary then that policy shall only reflect on the Paragraph or Paragraphs of this Agreement which such policy specifically by subject matter refers to and all other Paragraphs of this Agreement not affected shall continue in full force and effect.

ARTICLE III

MANAGEMENT RIGHTS

Section 1

The School District retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and locations of its business and service operations, the business and service operations to be rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, tools and all equipment which may be used in operating its business and services or in supplying its business and services; to determine whether and to what extent the work required in operating its business and services shall be performed by employees covered by this Agreement; to maintain order and efficiency in the Unit, including the sole right to hire, lay off, assign, transfer, promote, discipline, discharge, suspend; to determine the scheduling of the Department, and to determine the starting and quitting time and the number of hours to be worked; subject to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

Section 2

The above rights of the School District are not all inclusive, but indicate the type of matters or rights which are inherent to the Employer. Any and all rights, powers, and authority the Employer had prior to entering this Agreement are retained by the School District, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE IV

ASSOCIATION SECURITY

Section 1

The District shall deduct bi-weekly (20 equal deductions) from the wages of those employees authorizing such deductions and remit such deductions to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12224. The deductions may include:

- (a) any regular membership dues
- (b) any Health and Accident Insurance Premiums
- (c) any Life Insurance Premiums
- (d) any Auto Insurance Premiums
- (e) any Home Insurance Premiums

The Association shall indemnify and save the District harmless against all liability that may arise from action to comply with this Paragraph.

Section 2

If any employee, who is a member of the Bargaining Unit, is charged with any violations whatsoever, the facts and circumstances involved will be discussed and reviewed with the President of the Association or his designee or the Field Representative before any disciplinary action is taken pursuant to Section 75 of the Civil Service Law.

Section 3

The Association shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the District provided, however, that their content is not derogatory or controversial. The District agrees that the facilities of the School shall be available for Association meetings when such use does not interfere with any scheduled events or involve any cost to the District. Application for use of facilities shall be made in accordance with established procedures. It is agreed that any employee scheduled to work at the time shall not be allowed to leave his work location to attend the meeting.

Section 4

The Association shall have the right to designate a representative of the Association's Health and Accident Program and the Association's Life Insurance program to visit the employees covered under this Agreement on the job for the purpose of interesting them in this protection and/or adjusting any claims provided, however, the appropriate District official is notified and total assurance is given him that no inordinate interruption in the work of the employee will be involved.

Section 5

For the purpose of administering, adjusting or interpreting, the terms and conditions of this Agreement, the Field Representative of the Association shall have the same rights.

Section 6

The District shall deduct bi-weekly (20 equal deductions), from the wages of employees who are not members of the Association, the amount equal to the membership dues levied by the Association and remit such deductions to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12224.

The Association shall indemnify and save the District harmless against all liability that may arise from any action to comply with this paragraph.

Section 7

1. The District will provide a reasonable amount of time to the Union President to investigate discipline incidents.
2. Union President must arrange time with and receive approval from Director of Maintenance and Operations and Building Principal.

ARTICLE V

GRIEVANCE-ARBITRATION PROCEDURE

Section 1

Basic Principles:

1. The aggrieved may seek advice from, and have the right to be represented at any stage of the procedure by a person of his/her choice.
2. Written grievances shall include the name and position of the aggrieved party, identity of the provision of this Agreement involved in the grievance, the time and place of the alleged events or conditions constituting the grievance, the identity of the party responsible for causing the alleged grievable events or conditions, if known, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

Section 2

Members of the Association grievance committee or President shall be given reasonable time off, with pay, from their duties to investigate and handle grievances under their jurisdiction but only after receiving the approval of their immediate supervisor and the immediate supervisor of any other employee involved. The claimed failure to grant such reasonable time may itself be subject of a grievance hereunder.

Section 3

Definitions:

1. Grievance - shall mean any alleged violation, misinterpretation, misapplication, or inequitable application of the express terms of this Agreement.
2. Aggrieved - shall mean an individual or group of Unit employees having the same grievance.
3. Unit President - shall mean the elected president of the Bargaining Unit.
4. Representative - shall mean any person designated by the aggrieved as his/her advisor or counsel, or to act on his/her behalf.

Section 4

Procedure:

1. Step 1

The employee will present his/her grievance orally to the immediate supervisor.

2. Step 2

Any grievance not resolved in Step 1 shall be presented in writing, signed by the aggrieved party or his/her representative, and presented to the Director of Maintenance and Operations within ten (10) regular work days following the occurrence giving rise to the grievance. Within five (5) work days after receipt of the written grievance, the Director of Maintenance and Operations shall meet with the employee, Unit President or designee and shall, within five (5) work days after the meeting, provide a written answer to the employee with a copy to the Unit President.

3. Step 3

Any grievance not resolved in Step 2 shall be presented to the Superintendent or designee, within three (3) work days after receipt of the Step 2 answer. Within three (3) work days after receipt of the grievance, the Superintendent or designee shall meet with the grievant or his/her designee, the Unit President or designee and the Field Representative. A written answer shall be provided by the Superintendent or designee within five (5) work days of the Step 3 meeting. (Copies to grievant, Unit President and Field Representative).

4. Step 4

- a. If the grievance is not resolved in Step 3, the employee with the approval of the Unit and Grievance Committee, may within 30 days from the receipt of the Step 3 answer, submit the grievance to arbitration.

- b. The American Arbitration Association or the Public Employment Relations Board shall be the agency used for all Agreement interpretation disputes. The rules and regulations of the organization shall apply. The arbitrator shall only have jurisdiction and authority to apply the Paragraphs of this Agreement and shall not have the power to add to, subtract from or modify any Paragraph of this Agreement nor to change or alter the salary schedules of this Agreement. Regardless of how the arbitrator finds the facts he shall not make a retroactive adjustment prior to the initial date the grievance occurred. The arbitrator shall provide his decision in writing within thirty (30) days after the last hearing(s) and the decision shall be final and binding on both parties and the parties agree to abide thereby.
- c. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall be responsible for its own expenses for preparation, legal counsel, records, witnesses, and other costs necessary to arbitration.
- d. Unless the grievance is raised and appealed within the time limits set forth herein, which may be extended only by written consent of both the District and the Association, it shall be deemed that there has been a waiver of the right to arbitration and the matter shall be closed.

ARTICLE VI

PERSONAL DAY

Section 1

All employees who have completed six months in the bargaining unit shall be allowed two (2) days paid leave per Agreement year (noncumulative) for personal reasons provided reasonable written notice is given to the immediate Supervisor or Department Director (whichever is applicable). The (Supervisor) (Director) shall have the right to use his/her discretion when:

- a. The number of requests for any one day indicate a lack of sufficient personnel to operate the Department.
- b. It may be necessary to preclude employees from taking a Personal Day immediately before and after Holidays as well as immediately before and after school recess periods.

Section 2

Unused Personal Days shall be added to illness and bereavement accruals.

Section 3

Personal leave days can be used in four (4) hour increments. In emergencies, increments of less than four hours may be requested and approved.

ARTICLE VII

OVERTIME PAY

Section 1

Overtime shall be equalized among all employees at a location, provided that the work assignments do not result in out of title work. The District further agrees to provide as much prior notice as possible to the employees that there will be overtime scheduled so that employees can plan their own personal activities.

Section 2

All paid time shall be considered as time worked for the purpose of computing overtime. Employees who work in excess of forty hours per week shall be paid one and one-half (1½) times their regular hourly rate for such overtime worked.

Section 3

All employees shall be paid double time (2) their regular hourly rate for all hours worked on Sundays.

Section 4

Employees "called in" to work outside of their normal regular shift shall be paid a minimum of two (2) hours pay for such "call in." Employees involved in snow plowing shall be allowed one hour with explanation from the time they are called and leave their residence.

Section 5

Regular maintenance employees' overtime will be scheduled on a calendar basis. On or before the first of each month, maintenance employees will indicate, by a sign-up sheet, the days and/or hours they will be available for scheduled overtime. By the fifth of each month, the Director of Maintenance and Operations will provide a schedule of overtime for the remainder of the month. If the scheduled overtime is canceled by the Director of Maintenance and Operations or his designee within the 36 hours prior to the scheduled overtime, the District will pay a minimum of two hours overtime as a penalty to the scheduled employee.

Section 6

- A. For the purpose of snow removal the following procedures will be utilized in scheduling overtime. Motor Equipment Operators and Groundskeepers will have primary responsibility to remove snow and shall be called on a seniority rotating basis. In the event that additional employees are needed to remove snow, additional maintenance staff will be surveyed on a monthly basis beginning in October to determine their interest and preference in snow removal overtime. Based on their interest, the following lists will be prepared:

1. Call for snow removal: Individuals who request placement on this list will be called on a seniority rotating basis at any time the snow removal needs necessitate employees beyond the regular appropriate maintenance personnel.
2. Call when necessary: Maintenance employees on this list will be called as needed when the list developed from number 1 (above) is exhausted, on a seniority rotating basis.
3. Call in extreme need: Maintenance employees on this list will be called only in the event that the lists developed from numbers 1 and 2 (above) are exhausted, or conditions are such that snow removal cannot be performed in any other manner, on a seniority rotating basis.

These lists will be compiled and sorted by seniority and posted. Employees will have the opportunity for movement from one list to the other on or about the first of each month.

Maintenance employees involved in "call in" snow removal will have the option to go home as soon as the supervisor designates they are no longer needed for snow removal. These people will be paid the appropriate shift differential for the first eight (8) hours worked and overtime as detailed in Article XVII.

- B. The District shall maintain records of overtime calls which the Union shall be able to review at reasonable times.
- C. For purposes of this agreement the following shall not constitute overtime subject to the above procedures:
 - (a) Snow removal work performed by Motor Equipment Operators if it occurs during their regularly scheduled shift;
 - ~~(b) Snow removal work performed by the Motor Equipment Operator designated as "Snow Boss," regardless of whether it is performed during his regularly scheduled shift or not.~~
- D. Snow removal overtime work which requires a special motor vehicle license (i.e., Class B), need not be offered to any individual not holding such a license.

Section 7

Except in cases of emergency, employees shall have the right to refuse unscheduled overtime with reasonable explanation.

Section 8

An employee who is scheduled for overtime shall receive a minimum of two hours pay, or the actual time worked, whichever is greater, at the overtime rate (one and one-half times their regular hourly rate).

Section 9

Any unit member on bereavement leave, personal leave or vacation will not be called to work overtime.

ARTICLE VIII

HEALTH INSURANCE

Section 1

The District agrees to provide the following insurance for employees with the District's contribution rate.

HEALTH INSURANCE:

Members represented by this bargaining unit will be entitled to the same health insurance package available to members represented by the Teachers' contract at the same contribution rate as members of the Teachers' contract enjoy, which currently includes vision and term life.

DENTAL:

Members represented by this bargaining unit will be entitled to the same dental insurance available to members represented by the Teachers' contract at the same contribution rate as members of the Teachers' contract enjoy.

RETIREEES:

Retirees shall enjoy the same insurance at the same rate as above after a minimum of 20 years of service in the District. The Term Life, Vision Care and Dental Insurance terminate when the employee's active status ends.

ARTICLE IX

RETIREMENT

The District shall provide the New Career Plan known as Section 75-i of the New York State Employees Retirement System for all eligible Tier I and II employees.

All eligible Tier III and IV employees will be provided with the appropriate retirement plan under the New York State Employees Retirement System and as per statute the employee shall contribute three percent (3%) of his/her wages to the Tier III or Tier IV Retirement Plan.

ARTICLE X

LEAVE OF ABSENCE

Section 1

The District shall grant at its discretion Leaves without pay not to exceed thirty calendar days to employees for valid emergency personal reasons. In cases of Leave for medical purposes, the District may require a statement from the employee's physician and/or the District's physician indicating the nature of the illness and the time of return to full-time duties.

Section 2

Two extensions not to exceed thirty calendar days each may be granted providing the original reason still exists and the Leave procedure is followed.

Section 3

Additional extensions may be granted up to one year from the beginning of the initial Leave. Seniority shall not accumulate during such additional extensions.

Section 4

Requests for Leave shall be submitted as far in advance as possible in writing to the Department Director and shall state:

- (a) reason for the Leave
- (b) dates expected for beginning and termination of Leave

Section 5

While on Leave an employee shall continue to maintain and accumulate seniority up to a maximum of ninety (90) calendar days.

Section 6

When an employee returns from Leave, he/she shall be employed in the Classification he/she was performing when the Leave began, providing he/she has the seniority to maintain the Classification and the ability to perform such duties. The employee will not be guaranteed the same shift or location but will be given preference to the employee's previous location providing a vacancy exists at the time of return. In cases of Leave for medical purposes the District may require a statement from the employee's physician and/or the District's physician specifying the employee's ability to return and perform his/her duties.

Section 7

An employee is expected to promptly return to work upon expiration of his/her leave. If an employee fails to return to his/her job immediately after the expiration of his/her leave and has failed to notify in writing the Director of Maintenance and Operations, he/she shall be suspended from employment, wages and accrual of seniority until the final disposition of the case, i.e., reinstatement or termination is completed.

Section 8

Employees who accept other employment or engage in other business activities while on Leave shall have their employment and seniority terminated.

ARTICLE XI

TEMPORARY DISABILITY BENEFITS AND CHILD-REARING/PARENTAL LEAVE

Section 1

Bargaining unit members are entitled to paid temporary disability leave with proper medical authorization, utilizing accrued illness/family and personal leave time. Bargaining unit members will provide, upon district request, a physician's statement justifying said leave. The district may, in accordance with state regulations, require comprehensive medical examinations by the Chief School Physician or his/her designee. Pregnancy disability will be treated the same as any other temporary disability. "This includes similar treatment regarding the retention of seniority, payment of sick leave days due and the continuation of health and other insurance policies."

Section 2

- A. Child-Rearing or Parental Leave: Either a male or a female employee is entitled to receive a child-rearing leave so long as child-rearing leaves continue to be a District fringe benefit. This is, if granted, a leave of absence without pay and with only those benefits available to any employee who is on leave of absence without pay. This leave normally follows the end of the period of pregnancy disability leave. However, requests for such leave should be made as soon as possible.
- B. There shall be no sick leave compensation during the child-rearing period.
- C. An employee will not accumulate additional leave days during child-rearing/ parental leave absence, however, upon return from such leave of absence, unused leave days will be restored, and any such employee whose leave began after January 31 will be placed on the step of the salary schedule she/he would have achieved in the year immediately following the commencement of the leave of absence.
- D. For probationary employees, child-rearing/parental leave, except for the period of physical disability not to exceed 10 days, shall be an interruption of the probationary period and not in lieu of service in meeting the requirements for serving their probationary period.

ARTICLE XII

JURY DUTY

Section 1

Each employee shall be granted leave with full pay for the period necessary in order to perform Jury Duty. Such absence shall not be deducted from any other Leave of Absence.

Section 2

Employees represented by this agreement who are "on call" for Jury Duty are expected to report for work. The District will make them immediately available if requested by the Commissioner of Jurors.

"On call" shall be defined as a day when an employee is not required to report for jury duty.

Section 3

An employee who serves on Jury Duty for four (4) hours or more of a scheduled work day, shall not be required to report to work and shall be paid his/her regular rate of pay for that day, without charge to any other accruals.

Section 4

When an employee has been served a subpoena, his or her absence from work necessitated by same, shall be treated in the same manner as an absence for Jury Duty as set forth in Sections 1, 2, and 3, of this Article.

ARTICLE XIII

HEALTH AND SAFETY

Section 1

The District shall continue to make reasonable provisions for the health and safety of its employees during the hours of their employment.

Section 2

All employees within the Bargaining Unit shall be covered under the provisions of the Worker's Compensation Law. Any Sick Leave allowance paid to any employee shall be reduced by the amount of Worker's Compensation received, if any, except for the mandatory five day waiting period.

Section 3

If employees, other than new employees, are required to have an annual physical examination, the District shall assume the cost.

Section 4

The District will pay up to \$100.00 per year, to unit members, for the purchase of safety shoes, for the following designated unit titles: Custodian I, Custodian II, Custodian III, Groundskeeper, Maintenance Worker I, Maintenance Worker II, Maintenance Helper, Motor Equipment Operator, Driver/Messenger, Stock Clerk (M & O Complex), and Storekeeper.

The employees shall be required to provide the District with a receipt for said purchase.

Other unit members shall have toe guards available for occasional and incidental duties.

The District may grant an additional \$100.00 within the same year for specific titles.

ARTICLE XIV

SENIORITY, JOB POSTING, JOB AWARD, LAYOFF and RECALL

Section 1

- A. District seniority is that date of most recent employment with the District.
- B. Unit seniority is that date of most recent employment within the particular Bargaining Unit.
- C. Employees transferring from one Unit to another shall establish a new Unit seniority date as of the first day of employment in the new Unit and shall lose their seniority in the old Unit.
- D. Relatives of existing employees may be employed, but the District shall have the discretion to disallow relatives to work at the same location.

Section 2

The Unit President shall receive a copy of all postings for his/her unit.

Job Posting

Newly created openings of a permanent nature that will be 60 days or longer which are applicable to the CSEA Unit will be posted within 15 days of the opening of the position and shall remain posted for a period of three working days. Such posting notices will appear in all appropriate District locations and shall indicate the classification, location, shift, rate range of the job. Interested employees shall sign the notice.

Newly created openings of a temporary position which are applicable to the CSEA Unit will be posted after 150 days of the opening of the position and shall remain posted for a period of three working days. Such posting notices will appear in all appropriate District locations and shall indicate the classification, location, shift, rate range of the job. Interested employees shall sign the notice.

Permanent full-time custodial helper positions shall be posted for bid for current part-time personnel to also bid on. Seniority shall be the major factor when awarding full-time positions to part-time employees.

After the District has received all postings back from the various facilities, those employees who have expressed an interest in that position will be given an interview within 15 working days of the close of the posting (except for competitive positions) or the employee shall receive a letter stating the reasons for not being selected for an interview. The President of the Unit will also be notified of the District's selection to the position.

Section 3

Job Award:

- A. The awarding of jobs shall be by seniority providing the employee has the ability to do the work and shall be awarded in the following order:

First: Employees within the Unit when job would provide for a downward or lateral movement at the discretion of the District (part-time to full-time within classification to be considered a lateral move).

Second: Employees within the Unit when job would provide for a promotion to a higher rated job. Jobs within the same classification that include monetary gains, i.e., stipend for supervisory duties, shall be considered a promotion. The three most senior individuals meeting the minimal qualifications shall be interviewed and selection made by a committee consisting of the following:

1. Building Principal
2. Director of Maintenance and Operations, or designee
3. Custodial Crew Leader, Director of Security and Safety or designee, Director of Technology or designee, Head Custodian, Mechanical Crew Leader, Carpentry Crew Leader, or Grounds Crew Leader - depending on the position for which interviews are being conducted.

In the case of a Head Custodian position, a building custodian will participate in the interviews.

Third: At the discretion of the District.

- B. Should the job award entail a lateral movement, the employee may not bid for a job entailing a similar movement again within one (1) calendar year. Such one (1) years period to begin with the effective date of the job award.

- C. All openings shall be filled within 30 days of the conclusion of interview(s) except for competitive positions.
- D. Nothing in this Article shall be in violation of the Onondaga County Department of Personnel Rules for the Classified Service.

Section 4

Layoff and Recall:

- A. All layoffs, reduction in force, job abolishment and recalls (except those employees with Civil Service competitive classifications) shall be according to classification(s) and Unit seniority.
- B. The least senior employee in the effected classification(s) within the Unit shall be the first to be laid off. Employees to be laid off may replace other employees in other classifications within the Unit providing they are qualified and have seniority.
- C. Employees with Civil Service competitive classifications shall be laid off and recalled in accordance with the applicable provisions of the Civil Service Law.
- D. Recalls according to classification(s) within the Unit, shall be in reverse order of layoff.
- E. Employees on layoff shall maintain seniority for a maximum period of twenty-four (24) calendar months commencing on the first day of layoff.

Section 5

The awarding of Security Guard and Hall Monitor positions shall be filled in the following order:

- A. Security Guards and Hall Monitors within the Unit should have first opportunity for any downward or lateral movement within these job titles.
- B. Employees within the Unit will be able to sign the posting notice for any vacant position. The top two most senior individuals who meet the Civil Service minimum qualifications, shall be considered and interviewed. The District reserves the right to select a person for Security Guard/Hall Monitor from within or outside the bargaining unit based on overall qualifications.

ARTICLE XV

PROBATIONARY EMPLOYEES

Section 1

Probationary period(s) shall be set in accordance with the rules and regulations of the Onondaga County Department of Civil Service. A probationary unit member shall not be entitled to a permanent appointment until the Director of Maintenance and Operations evaluates his/her performance and recommends to the appropriate School District official that his/her performance is satisfactory.

Section 2

It is agreed that a newly hired probationary employee may be discharged in the sole discretion of the School District and he shall not have the right to seek relief pursuant to the Grievance and Arbitration Procedure of this Agreement.

Section 3

In additional probationary periods, provisional and temporary appointments unit members who do not successfully complete promotional probationary periods, ~~or~~ probationary periods, provisional and temporary appointments in new job titles shall return to their previous job title at the end of the probationary, provisional and temporary appointments.

Section 4

All employees in the non-competitive and labor class with one year of continuous service with the District shall be entitled to protection under Section 75 of Civil Service Law

ARTICLE XVI

EMPLOYEE EVALUATIONS

Section 1

- A. All employees covered in this Agreement shall be evaluated at least annually.
- B. Probationary employees, including promotional probationary employees shall be evaluated at least at the completion of the eighth (8th) week and every other month thereafter until completion of probationary period.

Section 2

Employees Evaluations shall be done by:

- A. Principal/Director/Designee for Head Custodians.
- B. Principal/Director/Designee and Head Custodian for Shift Supervisors.
- C. Principal/Director/Designee and Shift Supervisor/Crew Leader and Head Custodian for all other employees.

Section 3

The employee shall review the evaluation with the evaluators and must be afforded the opportunity to agree or disagree and make comments prior to signing. Employees are required to sign the evaluation, however, employee's signing of evaluation does not mean he/she agrees with it.

Section 4

- A. The Task Audit is a regular assessment by a supervisor of the primary tasks associated with the duties and responsibilities of the District's Custodial and Maintenance Staff.

Task Audits are completed to clarify expectations, measure performance and/or provide remedial support to individuals in the performance of their duties.

- B. The existing Task Audit forms will be replaced by a single form developed mutually by the District and the Association.

The inservicing related to the implementation of the new form shall be presented jointly by the District and the Association.

- C. Task Audit forms shall not be completed more than once a week.

- D. The Task Audit form shall include a space for the employee(s) comment and signature.

ARTICLE XVII

HOURS OF WORK

Section 1

Eight (8) hours of work shall constitute a regular work day and forty (40) hours of work shall constitute a regular work week made up of five (5) eight (8) hour days. Sundays worked as part of the regular work week will be paid at the double time rate.

Section 2

Each employee shall be allowed two (2) ten (10) minute work breaks each shift. The breaks shall be scheduled by Supervision.

ARTICLE XVIII

SHIFTS

Section 1

The Shifts are:

- (a) First 6:00 a.m. - 4:00 p.m.
- (b) Second 3:00 p.m. - 12:00 midnight
- (c) Third 10:00 p.m. - 8:00 a.m.

Section 2

Shift assignment shall fall under management rights with consideration to seniority.

Section 3

Shift hours are noted for pay differentials only. An employee may be required to work hours that involve two shifts. The pay differential will be paid when four (4) or more hours of the scheduled shift falls within the premium shift time.

Section 4

Effective July 1, 2001, the pay differential for the second shift shall be \$.30 per hour.

Effective July 1, 2002, the pay differential for the second shift shall be \$.35 per hour.

Effective July 1, 2003, the pay differential for the second shift shall be \$.45 per hour.

Section 5

If an employee is called in and works three (3) or more hours prior to their regular first shift starting time, they shall be reimbursed for the cost of a breakfast, not to exceed five dollars (\$5.00).

Section 6

The work week shall be Monday through Friday. For purposes of this Agreement, the work week for third shift employees shall end no later than 8:00 a.m. Saturday.

Section 7

Exceptions to the above shifts shall apply during the Christmas, Easter, Winter Recess and Summer Recess Periods. During these periods all personnel shall work the First Shift. During these periods the District's work requirements may also require additional shifts.

Section 8

Effective 2001, employees working a regular eight (8) hour shift from the hours 10:00 p.m. to 8:00 a.m. shall be paid a premium of 5% of their regular hourly rate.

Effective 2002, employees working a regular eight (8) hour shift from the hours 10:00 p.m. to 8:00 a.m. shall be paid a premium of 5.25% of their regular hourly rate.

Effective 2003, employees working a regular eight (8) hour shift from the hours 10:00 p.m. to 8:00 a.m. shall be paid a premium of 5.75% of their regular hourly rate.

Section 9

Work week shall only be changed by mutual agreement between the District and Association, and only when the District can show advantage to its operation and a cost saving.

Section 10

During recess and holiday periods, the pay differential shall be paid when three or more hours of the scheduled shift falls within premium shift time.

Section 11

Two Motor Equipment Operators will be assigned to an 8:00 a.m. – 4:00 p.m. shift.

Seniority will be the determining factor in shift assignment.

ARTICLE XIX

OUT-OF-TITLE WORK

Section 1

- A. When an employee is required to perform work of a higher classification in excess of four (4) consecutive days, he/she shall be paid at the higher rate of pay retroactive to number one hour on day of assignment.
- B. The higher rate of pay shall also apply when the employee serves forty-eight (48) accumulative hours of service (uncompensated) in the higher title within one school year.

Section 2

Employees, with the exception of Custodial Worker II, assigned to supervisory responsibilities shall receive (in addition to their regular hourly rate) five (5) percent of that rate. The five (5) percent factor is presently incorporated in the Custodial Worker II rate schedule.

ARTICLE XX

STAFF REASSIGNMENTS

Section 1

Head Custodians: (Custodians II and III)

The District shall have the right to reassign any head custodian no more than one time in any twelve consecutive month period.

- A. The employee will suffer no loss of pay (including shift differential).
- B. The employee will have a fourteen calendar day notification of reassignment (in writing).
- C. Upon request, written justification shall be supplied to the employee.

Section 2

Other Classifications:

The District may, in each year of the agreement, reassign up to four employees (two 2-way or four 1-way).

- A. A shift change cannot be mandated by the District.
- B. The employee shall suffer no loss of pay.
- C. An employee shall be reassigned no more than one time in twelve consecutive months.
- D. The employee will have a thirty day notification of reassignment (in writing).
- E. Upon request, written justification shall be supplied to the employee.
- F. The allocated reassignments in the second year of the contract that remain unused may be transferred to the third year.

Section 3

If an employee(s) is/are involuntarily transferred, the disciplined employee cannot bid back to that building for one (1) calendar year without district approval.

This language does not apply to promotional postings.

ARTICLE XXI

ILLNESS AND BEREAVEMENT

Section 1

A bargaining unit member will be granted 18 paid leave days a year to be used for their personal illness and/or family death or illness. These leave days will accumulate to 220.

Section 2

The employee's annual allotment shall be credited to his/her record on the first day he/she reports to work in each new fiscal year. Employees hired during the fiscal year shall receive a proration of paid leave days for the remainder of that year.

Section 3

Illness and Bereavement leaves shall be used in increments of one or more hours.

Section 4

Upon retirement, each eligible employee shall be paid an amount per day for each unused illness/family day to a maximum of 220 days, as noted in the following table, provided that the employee has a minimum of 15 years of service and notifies the District six months prior to the effective date.

<u>DAYS</u>	<u>AMOUNT</u>
0-49	\$20/day
50-110	\$30/day
111-220	\$50/day

ARTICLE XXII

WORKERS' COMPENSATION

If a bargaining unit member is absent from work as a result of personal injury caused by an accident in the course of his/her employment, the following conditions will apply:

- A. The employee will utilize accrued personal illness/family illness days until the missed time has been determined to be work-related by the Workers' Compensation Board.
- B. Any monies awarded by Workers' Compensation will be returned to the District. That amount will be converted on a prorated basis to purchase additional personal illness and family illness time for the bargaining unit member.

- C. If all accrued personal illness and family illness days are exhausted, the bargaining unit member will be entitled to only the amount determined by the Workers' Compensation Board.
- D. Those employees without accumulated personal illness/family illness leave will not be paid during the period that Workers' Compensation does not provide coverage.
- E. Employees with accumulated personal illness/family illness leave will have such leave reduced during the period not covered by Workers' Compensation.

ARTICLE XXIII

VACATIONS

Section 1

Twelve-month employees who are hired after July 1 of the initial employment year and who have been continuously employed on July 1 of the next vacation year, shall be entitled to a prorated vacation in accordance with the following schedule:

Hired by July 31	10 days
Hired by August 31	9 days
Hired by September 30	8 days
Hired by October 31	7 days
Hired by November 30	6 days
Hired by December 31	5 days
Hired by January 31	4 days
Hired by February 28	3 days
Hired by March 31	2 days
Hired by April 30	1 days
Hired by May 31	0 days
Hired by June 30	0 days

Section 2

Twelve-month employees who will complete twelve months of continuous employment by June 30 shall receive ten (10) days paid vacation during the current vacation period.

Section 3

Effective July 1, 1995, twelve-month employees who will complete 84 months (7 years) of continuous employment by June 30 shall receive fifteen (15) days paid vacation during the current vacation period.

Section 4

Effective July 1, 1995, twelve-month employees beginning with the completion of 156 months (13 years) of continuous employment by June 30 shall receive twenty (20) days paid vacation during the current vacation period.

Section 5

Vacation time may be used in four (4) hour increments.

Section 6

There shall be an annual sign-up period at which time an employee shall schedule his/her vacation with the District subject to the needs of both the employee and the District. In the event more than one employee asks for the same period, seniority shall be the governing factor. If an employee is refused vacation time the reason shall be set forth in writing to the employee.

The current vacation period shall be from June 30 to August 31 of any one year. The District shall schedule an employee's vacation during the current vacation period consistent with seniority and the work requirements of the Department. Exceptions to the June 30 - August 31 period may be allowed at the discretion of the District.

Section 7

Vacation pay shall be based on the employee's regular rate and regular work week at the time the employee takes his/her vacation.

Section 8

An eligible employee whose employment terminates prior to the current vacation period shall receive vacation pay pro-rated according to the length of service since the previous June 30 based on 1/12 of eligible vacation pay for each month of service. Employees shall be credited with a month of employment provided they worked at least eleven (11) days of the month. An employee discharged for just cause shall not be eligible for any vacation pay. Any employee who resigns his/her position without giving the District written notice (one week) prior to the termination of his/her service with the District, forfeits his/her right to vacation pay.

Section 9

Should a holiday occur (which the employee would be eligible for) during his/her vacation period he/she shall receive, at the option of the District, either his/her regular holiday pay for that day or an extra day of vacation with pay.

Section 10

Except for new employees, vacation accrual for the 1994-95 school year will be in accordance with the previous contract.

Section 11

Effective June 30, 2003, an employee may carry over up to three (3) days of unused vacation time into the next year. On June 30th of each year, accrued vacation days in excess of three (3) days will be removed from the unit member's credit.

ARTICLE XXIV

HOLIDAYS

Section 1

To be eligible for holiday pay a probationary employee must have worked at least thirty (30) calendar days preceding a holiday.

Section 2

To be eligible for holiday pay an employee must work the regularly scheduled day before and day after the holiday. Exceptions to this Paragraph are absences due to Illness Leave, Bereavement Leave, Vacation and Jury Duty, and authorized Personal Leave.

Section 3

Holiday pay shall be based on the employee's regular hourly rate.

Section 4

All eligible employees shall be entitled to the paid holidays listed below:

Twelve Month Employees

- | | |
|-----------------------------------|-----------------------------------|
| (a) Fourth of July | (h) Day before or after Christmas |
| (b) Labor Day | (i) New Years Day |
| (c) Columbus Day | (j) Martin Luther King Day |
| (d) Veterans Day (to be observed) | (k) President's Day |
| (e) Thanksgiving Day | (l) Good Friday |
| (f) Day after Thanksgiving | (m) Memorial Day |
| (g) Christmas Day (observed) | |

Section 5

Any employee who works on any holiday as listed in Section 4 above, shall be paid at the rate of time double (2) his/her hourly rate for all hours worked in addition to the holiday pay.

ARTICLE XXV

GENERAL CONSIDERATION

Section 1

No Paragraph in this Agreement shall be in any violation of Civil Service Law, the Rules and Regulations of the State Department of Civil Service, the Rules and Regulations of the Onondaga County Department of Personnel or any other law, local, state or federal.

Section 2

This Agreement shall not abridge any past or present employee monetary benefits unless such benefits are expressly modified by subject within this Agreement.

Section 3

In the event that any Paragraph or this Agreement shall be determined by a court of competent jurisdiction to be null, void or unenforceable such decision shall not affect any of the other provisions of this Agreement, which shall continue in full force and effect.

Section 4

When the District establishes new classifications the rate(s) shall be mutually determined between the District and the Association.

Section 5

A Seniority Roster listing the seniority of each employee shall be posted at the beginning of each school year.

Section 6

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation.

Section 7

Employees absent from work three (3) or more days, without notifying the District, shall have their employment and seniority terminated.

Section 8

Emergency Closings:

- A. All employees covered under this Agreement will work all emergency closing days.
 - 1. First emergency closing is at regular pay (8) hours accumulative.
 - 2. Any additional emergency closing during the agreement year (July - June) will be compensated at one hours pay in addition to the employee's regular hours pay for the emergency closing worked.
 - 3. All hours worked before and/or after regular scheduled shift shall be paid at 1 1/2 times the regular hourly rate, except for work performed under Article VII, Section 6.
 - 4. When the District delays opening of school, first shift employees may, with good reason and notification, be tardy up to the length of the delay. Employees must notify immediate supervisor as soon as possible.
 - 5. When the District declares an early dismissal, 2nd shift employees shall be permitted to report to work as soon as possible and leave when the buildings needs have been met, and they shall receive their regular days pay.
- B. Exceptions to A (above):
 - 1. When the district advised employees not to report to work, the employees shall receive his/her regular pay.
 - 2. When a county or local snow emergency is declared and where roads are closed in the employee's immediate area to traffic (except emergency vehicles), the employee shall not report to work and shall receive his/her regular pay.

Section 9

Before the record of any complaint or charge against an employee may be placed in the employee's personnel file, the employee shall be afforded the opportunity to confront the complainant and reply to same, and no derogatory memorandum, letter or report of a complaint shall be placed in the employee's file without the knowledge of the employee and without affording him/her the opportunity to make a written statement of defense or explanation to be attached thereto.

An employee, upon request, shall have the right to have a union representative present during an investigatory interview, if the employee has reasonable grounds to believe it might result in disciplinary action taken against him/her.

Upon written request of a bargaining unit member, a warning letter, not accompanied by suspension, will be removed from the personnel file thirty-six (36) months after insertion.

Upon three (3) work days' notice, an employee may review his/her personnel file. This review will not include pre-employment reference documents.

Section 10

The employer shall supply to the Unit President, a list of all employees in the bargaining unit showing the employee's full name, home address, social security number, job title, work location, membership status, and first date of employment on a semi-annual basis.

The employer shall supply to the Unit President on a monthly basis the name, and work location of all new employees. In addition, the employer shall supply a listing of employees showing work location who terminate their employment.

Section 11

The Union and the District hereby agree that no postponement of deductions for insurance shall occur without prior written consent of both parties.

Section 12

The District agrees that employees shall not be held liable for the performance of their duties, except in the case of negligent or careless performance.

Section 13

Employees shall be reimbursed at a per mile rate as established by the Board of Education for usage of their personal vehicles when on authorized District business.

ARTICLE XXVI

EMPLOYMENT DEFINITIONS

Section 1

Full time employees are those employed for eight (8) hours per day, forty (40) hours per week and for a twelve (12) or ten (10) month period.

Section 2

Temporary employees are those employed (for less than the regular twelve (12) month year) to substitute (until the return to work) for regular full-time employees. These employees are not eligible for benefits.

Section 3

Part-time employees are those employed for a regular twelve (12) month work year for those jobs where the nature of the assignment requires less than a full work day. These employees are eligible for benefits.

ARTICLE XXVII

LABOR MANAGEMENT PROGRAM

Section 1

The District and the Association agree to establish a joint Labor Management Committee for the purpose of providing communication and discussion for attempted resolution of employment problems and safety and health issues between the District and the employees.

Section 2

The Labor Management Committee shall consist of four people selected by the District and four people selected by the Association. Meetings of the committee shall be held monthly, or at other times mutually agreed to between the committee members.

Section 3

The Association shall also have the right to meet for 1 hour per month with its Location representatives to discuss labor management issues. Meetings shall be scheduled with the agreement of the Superintendent or designee.

ARTICLE XXVIII

IN-SERVICE/OUT-OF-DISTRICT WORKSHOPS/SEMINARS

Section 1

In-Service

The District shall provide at least two (2) days of in-service workshops per fiscal year. The Association and the District shall be mutually responsible for developing the program for the workshops.

Section 2

Out-of-District Workshops/Seminars

Employees shall be allowed to attend and be paid for such attendance providing that such days must have the prior approval of the Superintendent or Designee.

ARTICLE XXIX

DURATION

Section 1

This Agreement shall become effective July 1, 2006, and remain in full force and effect until Midnight June 30, 2008.

Section 2

Neither party to this Agreement shall make or attempt to make any alterations, change, modification or variation of any of the items expressly covered by this Agreement unless it be mutually agree to in writing.

ARTICLE XXX

WAGES

Section 1

The rates shown in the Salary Guide Appendix "A" and "B" are effective July 1, 2006, through June 30, 2008.

Section 2

Movement of employees from one rate to another shall be the responsibility of the District.

APPENDIX C

MEMORANDUM OF UNDERSTANDING
Between
THE NORTH SYRACUSE CENTRAL SCHOOL DISTRICT
And
NORTH SYRACUSE CUSTODIAL – MAINTENANCE UNIT

This memorandum specifies the terms and conditions of employment for bargaining unit members who are currently hall monitors or who are hired as security guards. Unless stated below as a specific condition, all other terms and conditions of employment shall be as stated in the Custodial-Maintenance contract agreement.


1. All existing hall monitors who performed duties as described in the Security Guard Act of 1993 will be given the following options:
 - 1.1 The opportunity to complete a mandated eight-hour pre-assignment non-weapons course paid for by the District.
 - 1.2 The opportunity to complete a mandated 16-hour on-the-job training course paid for by the District.
 - 1.3 Current hall monitors will be given the opportunity, if they choose not to take the training, to be absorbed into a custodial position in the M & O Bargaining Unit.
 - 1.4 If a current hall monitor does not successfully complete the courses, he/she will be absorbed into a position in the current M & O Bargaining Unit.
 - 1.5 Current M & O Bargaining Unit members will remain 12-month employees.
2. In the future, bargaining unit members will be responsible for their own 8-hour pre-assignment and 16-hour on-the-job training courses.
3. The District will pay for the 8-hour annual requalification course.
4. The Civil Service position of Security Guard will be added to the M & O contract as a grade code #3.
5. Security guards will work the teacher's calendar and at special events as requested.
6. Future guards will need to comply with the regulations in the Security Guard Act of 1993.
7. No vacation days.

8. Illness and Bereavement Days – 13 days per year.
9. Holidays – per the teacher's calendar.
10. Personal Days – 1½ days per year.
11. Guards who are 10-month employees will have the option of choosing 21 or 26 paychecks per year.

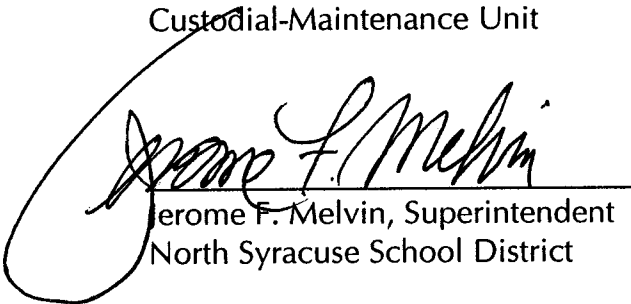
The parties agree that this memorandum represents the full extent of the understanding on the matter and is without prejudice.

In witness and approval of this memorandum, representatives of the district and the Custodial-Maintenance Unit have signed below on this _____ day of _____.

For the Custodial-Maintenance Unit


Tresa Miles, President
Custodial-Maintenance Unit

For the District


Jerome F. Melvin, Superintendent
North Syracuse School District

APPENDIX D

MEMORANDUM OF UNDERSTANDING
Between
THE NORTH SYRACUSE CENTRAL SCHOOL DISTRICT
And
NORTH SYRACUSE CUSTODIAL – MAINTENANCE UNIT

This memorandum specifies the terms and conditions of employment for bargaining unit members. Unless stated below as a specific condition, all other terms and conditions of employment shall be as stated in the Custodial-Maintenance contract agreement.

1. The District, as well as the Custodial-Maintenance Unit, agrees that the employees can be assigned to the third shift hours as long as seniority by job title is followed.
2. The third shift positions do not have to be posted district-wide.
3. The staffing of the third shift will be completed with the employees currently employed at a specific building, i.e., Cicero-North Syracuse High School and North Syracuse Junior High School.
4. When the District does not require a third shift, third shift employees will be assigned to the first shift. However, if a third shift employee requests to work the second shift, the employee will be allowed to work the second shift providing there is a second shift employee willing to work the first shift. If two or more second shift employees volunteer to work the first shift, seniority by job title will be the deciding factor.
5. The work week will be Sunday through Thursday; however, the District has the right to change the work week per the conditions in the Custodial-Maintenance contract.

The parties agree that this memorandum represents the full extent of the understanding on the matter and is without prejudice.

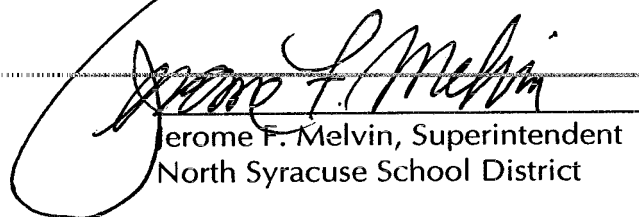
In witness and approval of this memorandum, representatives of the District and the Custodial-Maintenance Unit have signed below on this _____ day of _____.

For the Custodial-Maintenance Unit



Tresa Miles, President
Custodial-Maintenance Unit

For the District



Jerome F. Melvin, Superintendent
North Syracuse School District

APPENDIX E

MEMORANDUM OF UNDERSTANDING
Between
THE NORTH SYRACUSE CENTRAL SCHOOL DISTRICT
And
NORTH SYRACUSE CUSTODIAL – MAINTENANCE UNIT

TENTATIVE AGREEMENT

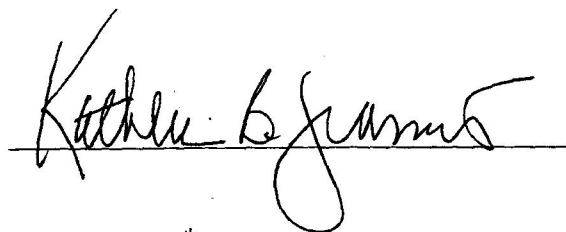
This memorandum specifies the terms and conditions of employment for bargaining unit members. Unless stated below as a specific condition, all other terms and conditions of employment shall be as stated in the Custodial-Maintenance contract agreement.

1. The District, as well as the Custodial-Maintenance Unit, agrees that the employees can be assigned to the second shift hours as long as District seniority by job title is followed.
2. Six individuals from the Maintenance staff will be assigned to a second shift by September 1, 2003.
3. The six (6) Maintenance staff assigned to second shift shall be obtained through attrition, volunteers or by reassignment by District seniority, with the least senior in the job title being assigned.
4. The second shift positions will be filled by September 1, 2003.

The parties agree that this memorandum represents the full extent of the understanding on the matter and is without prejudice.

In witness and approval of this memorandum, representatives of the District and the Custodial-Maintenance Unit have signed below on this ____ day of _____.

For the District



Dated this 28th Day of January 2003

For the Association



APPENDIX F

MEMORANDUM OF UNDERSTANDING
Between
THE NORTH SYRACUSE CENTRAL SCHOOL DISTRICT
And
NORTH SYRACUSE CUSTODIAL-MAINTENANCE UNIT

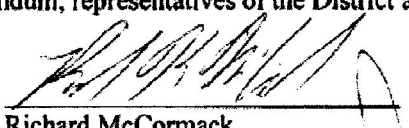
This memorandum specifies the terms and conditions of employment for bargaining unit members who are members of the Custodial-Maintenance Bargaining Unit. Unless stated below as a specific condition, all other terms and conditions of employment shall be as stated in the Custodial-Maintenance Contract Agreement.

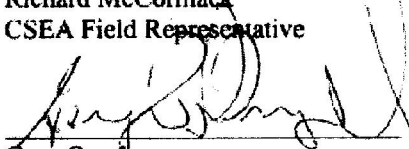
1. Effective July 1, 2005 the title of "School Monitor" shall be reinstated in the Custodial-Maintenance contract agreement.
2. School Monitors shall be listed as Grade Code #1.
3. School Monitors shall work the teachers' calendar and at special events as requested.
4. School Monitors shall not be entitled to vacation days.
5. School Monitors shall be entitled to 13 Illness/Bereavement Days per year.
6. School Monitors shall be entitled to 1 ½ Personal Days per year.
7. School Monitors will have the option of choosing 21 or 26 paychecks per year.

The parties agree that this memorandum represents the full extent of the understanding on the matter.

In witness and approval this memorandum, representatives of the District and the NSEA have signed below on this 24 day of June 2005.

For the Union:


Richard McCormack
CSEA Field Representative


Gary Orzel
Unit President

For the District:


Kathleen B. Gramet, Superintendent
North Syracuse Central School District

APPENDIX G

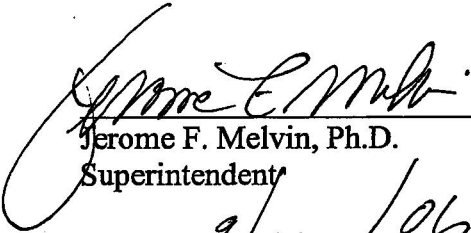
MEMORANDUM OF UNDERSTANDING
Between
THE NORTH SYRACUSE CENTRAL SCHOOL DISTRICT
And
NORTH SYRACUSE CUSTODIAL-MAINTENANCE UNIT

This memorandum specifies the terms and conditions of employment for all members of the Custodial-Maintenance bargaining unit. Unless stated below as a specific condition, all other terms and conditions of employment shall be as stated in the Custodial-Maintenance contract agreement.

- It is agreed that, subject to any existing conditions in the parties' collective bargaining agreement, an employee is entitled to be paid any accrued, unused vacation time upon the employee's separation from employment with the District.

The parties agree that this memorandum represents the full extent of the understanding on the matter.

NORTH SYRACUSE CENTRAL
SCHOOL DISTRICT

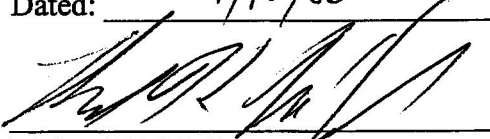

Jerome F. Melvin, Ph.D.
Superintendent

Dated: 9/24/06

NORTH SYRACUSE
CUSTODIAL-MAINTENANCE
UNIT


Gary Orzel
President

Dated: 9/15/06


Richard K. McCormack
Labor Relations Specialist

Dated: 9/15/06

APPENDIX H

MEMORANDUM OF UNDERSTANDING
Between
THE NORTH SYRACUSE CENTRAL SCHOOL DISTRICT
And
NORTH SYRACUSE CUSTODIAL-MAINTENANCE UNIT

RECEIVED
DEC 04 2006
GENERAL REGIONAL OFFICE
CSEA

This memorandum specifies the terms and conditions of employment for bargaining unit members who are members of the Custodial-Maintenance Bargaining Unit. Unless stated below as a specific condition, all other terms and conditions of employment shall be as stated in the Custodial-Maintenance Contract Agreement.

The conditions below will apply to overtime at Cicero-North Syracuse High School as a pilot through June 30, 2007.

1. Overtime shall be posted at the location, in accordance with current practice, to determine volunteers from within the building.
2. District wide overtime postings will be posted in the buildings by the Maintenance and Operations Department every first and third Monday, for 3 days, for the following two (2) week overtime period. In the event that there are not enough qualified volunteers from within the building to cover the overtime, volunteers will then be selected from the district wide posting based on seniority. If there is insufficient volunteers on the district-wide posting to cover overtime, the District may mandate a qualified employee or employees work the overtime from the District-wide seniority overtime list predicated on the inverse order of seniority, i.e. least senior are required to work the overtime first. Once an employee has been required to work overtime from the District-wide overtime seniority list, he/she shall go to the bottom of the District-wide overtime seniority list and will not be required to work mandated overtime again until he/she has risen to the top of said list.
3. The District and the Union agree that it is necessary to have at least one individual from within that building, or familiar with that building assigned to an event, exclusive of custodial helpers. It is the Head Custodian's decision to ascertain if an individual from outside the building is familiar with the building. In the event there is not a volunteer from within the building, or determined to be familiar with the building, then overtime will be mandated from within the building on a rotating basis, based on seniority.
4. Once assigned to work overtime for an event, failure to show is treated the same as missing a scheduled day of work.

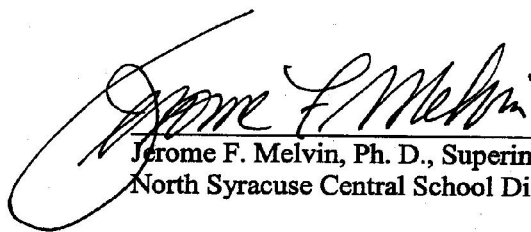
In witness and approval this memorandum, representatives of the District and the Maintenance and Operation Unit have signed below on this 3rd day of November 2006.

For the Union:


Richard McCormack
CSEA Field Representative


Gary Orzel
M & O Unit President

For the District:


Jerome F. Melvin, Ph. D., Superintendent
North Syracuse Central School District

RECEIVED
JAN 25 2007
CENTRAL REGION OFFICE
CSEA

APPENDIX I

MEMORANDUM OF UNDERSTANDING Between THE NORTH SYRACUSE CENTRAL SCHOOL DISTRICT And NORTH SYRACUSE CUSTODIAL-MAINTENANCE UNIT

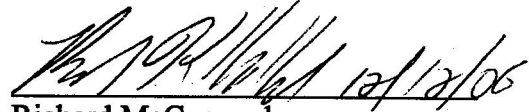
This memorandum specifies the terms and conditions of employment for bargaining unit members who are members of the Custodial-Maintenance Bargaining Unit. Unless stated below as a specific condition, all other terms and conditions of employment shall be as stated in the Custodial-Maintenance Contract Agreement.

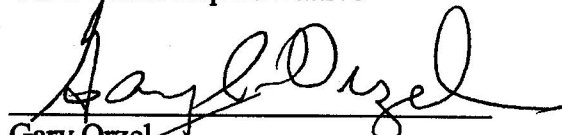
The conditions below will apply to snow removal as a pilot through June 30, 2007.

1. When salting only is needed, the appropriate number of Motor Equipment Operators will be called in. The call in procedure will be as follows: rotation will be on a weekly basis starting with the two most senior motor equipment operators and proceeding to the next two most senior operators each week.
2. When the District determines a need for weekend overtime, Motor Equipment Operators will first be assigned on a voluntary basis. Those required to work will be notified by the end of the workday on Thursday of each week. In the event there are not enough volunteers, overtime will be mandated on a rotating basis, based on seniority.
3. In the absence of the Grounds Supervisor, one Motor Equipment Operator will be assigned from 2 am to 10 am for the purpose of snow watch. The pay will be in accordance with Article XVIII Shifts, Section 8 effective 2003, an employee working a regular 8 hour shift from the hours 10:00 pm to 8 am shall be paid a premium 5.75% of their regular hourly rate and Article XIX out of title work Sec 2 – Employees, with the exception of Custodial Worker II, assigned supervisory responsibilities shall receive (in addition to their regular hourly rate) 5% of that rate. The Assistant Superintendent of Buildings and Grounds will supervise all Motor Equipment Operators in the Grounds Supervisor's absence.
4. In the event that additional maintenance and operations personnel are needed to assist in snow removal, Article VII Section 6 A.3 paragraph 3 "Maintenance employees involved in "call in" snow removal will have the option to go home as soon as the supervisor designates they are no longer needed for snow removal. These people will be paid appropriate shift differential for the first 8 hours worked and overtime as detailed in Article XVII. Second shift employees who work "call in" snow removal will be able to leave as soon as the supervisor designates they are no longer needed for snow removal. They must return at the start of their regularly scheduled shift to complete their 8 hours and may leave with the permission of their immediate supervisors once they have completed 8 hours of work for the day. They also have the option of working their entire regularly scheduled shift and overtime will be paid as detailed in Article XVII.

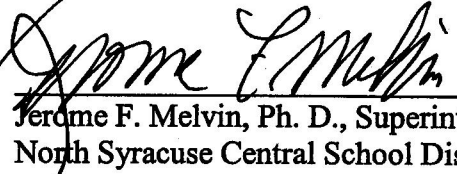
In witness and approval this memorandum, representatives of the District and the Maintenance and Operation Unit have signed below on this 3rd day of November 2006.

For the Union:


Richard McCormack
CSEA Field Representative


Gary Orzel
M & O Unit President

For the District:


Jerome F. Melvin, Ph. D., Superintendent
North Syracuse Central School District

TAYLOR LAW AMENDMENT

204-a

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY
PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION
TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY
PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT
BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY
HAS GIVEN APPROVAL."

NORTH SYRACUSE CENTRAL
SCHOOL DISTRICT

CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.

By _____ By _____
Superintendent Labor-Relations Specialist

Date _____ Date _____

By _____
Unit President

Date _____

By _____
Negotiating Team Member

Date _____

By _____
Negotiating Team Member

Date _____

By _____
Negotiating Team Member

Date _____

By _____
Negotiating Team Member

Date _____

CONTRACTUAL AGREEMENT

BETWEEN

NORTH SYRACUSE CENTRAL SCHOOL DISTRICT

AND

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000

AMERICAN FEDERATION OF STATE, COUNTY

AND

MUNICIPAL EMPLOYEES

AFL-CIO

ONONDAGA COUNTY LOCAL 834

NORTH SYRACUSE

CUSTODIAL - MAINTENANCE UNIT

2006 – 2008

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